

Licensee Site: Damascus
County Site: Ridge Road Tower

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (“Agreement”) is by and between MONTGOMERY COUNTY, MARYLAND, 101 Monroe Street, Rockville, Maryland 20850, a body corporate and politic and a political subdivision of the State of Maryland (“COUNTY” or “LICENSOR”), and CELLCO PARTNERSHIP, a Delaware general partnership d/b/a Verizon Wireless, with its principal office located One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (“LICENSEE”), (the LICENSEE and the COUNTY together the “Parties”). The Effective Date of this Agreement is the date on which it is executed by the County.

WITNESSETH

In consideration of the fees required under this Agreement to be paid by the LICENSEE, the Licensed Premises provided to the LICENSEE by the COUNTY and other good and valuable covenants and obligations as hereinafter contained, the Parties agree as follows:

1. USE OF LICENSED PREMISES:

(a) COUNTY hereby grants to LICENSEE a non-exclusive license to occupy and use, subject to all of the terms and conditions herein, space for communications equipment listed in Exhibit A (“Equipment”) to be installed on the COUNTY’s 260 foot tall tower at 150’ AGL, and continued use of LICENSEE’s existing equipment shelter on the ground adjacent to the tower, together with existing underground utility connection rights located on the COUNTY’s property at 26149 Ridge Road, Damascus, Maryland (hereinafter the “Licensed Premises”) and more particularly described on Exhibit B attached hereto and made part hereof (“Property”). The location of installation for LICENSEE’S Equipment on the new light pole and on the equipment H-frame is generally described on Exhibit C attached hereto and made a part hereof as the Licensed Premises. No variation will be permitted without the prior written consent of the COUNTY. No parking space will be used for or eliminated as a result of LICENSEE’S installation of or operation of the Equipment.

(b) LICENSEE shall have the right of reasonable ingress and egress, to install and maintain utility wires, cables, conduits, circuit boxes, switches, amplifiers, antennas or other accessories and appurtenances for use of its Equipment, subject to the restrictions in this paragraph. LICENSEE, its employees, agents, independent contractors and subcontractors shall be entitled to access the Equipment and the Licensed Premises twenty-four hours per day, seven days per week, provided that in all instances LICENSEE shall check-in at County Security by calling (240) 777-6161.

(c) LICENSEE shall use the Licensed Premises for the purpose of transmission and reception of radio communication signals. In connection therewith, the LICENSEE may complete all work necessary to prepare the Licensed Premises for operation of the Equipment, including but not limited to installation of antennas, amplifiers, cables, equipment cabinets and appurtenances. With minimal disruption to COUNTY, all work on the Licensed Premises and improvements thereto, including the plans and specifications for such work, shall be at LICENSEE’S sole cost and expense, and shall be subject to prior review and written approval of the COUNTY. During the initial plan

review, COUNTY and LICENSEE shall agree upon the final location for the installation of LICENSEE'S main equipment cabinet and antennae. The LICENSEE will maintain the Licensed Premises in good condition. LICENSEE shall promptly repair any damage to the Property, Licensed Premises and any improvements located thereon.

(d) It is understood and agreed that the LICENSEE'S ability to use the Licensed Premises is contingent upon its obtaining after the execution date of this Agreement and maintaining throughout the term of this Agreement all of the certificates, permits, and any other approvals ("Approvals") required by any federal, state, and local authorities. In the event that any such application should be finally rejected or any Approval is canceled, expires, lapses or is otherwise withdrawn or terminated by government authority; or, if the LICENSEE in its sole discretion determines that it will be unable to use the Licensed Premises for its intended purposes due to technological reasons, the LICENSEE shall have the right to terminate this Agreement. Notice of the LICENSEE'S exercise of its right to terminate, shall be given to COUNTY in writing by certified mail, return receipt requested, at least thirty (30) days prior to the termination date.

(e) LICENSEE represents and warrants that all information furnished to the COUNTY and required herein including all data contained in specification sheets shall be of sufficient detail to afford any tenant, future tenant, or licensee adequate information to ensure that any tenant or licensee avoids interference with LICENSEE'S Equipment. COUNTY reserves the right to require the LICENSEE to make necessary adjustments to its Equipment in the event LICENSEE'S Equipment creates a material restriction in COUNTY'S ability to enter into agreements with tenants, potential tenants or licensees. LICENSEE'S failure to comply with COUNTY'S requirement for LICENSEE to make necessary adjustments to its Equipment shall constitute an event of default.

(f) Notwithstanding affixation to the Licensed Premises, title to the Equipment and all accessories and appurtenances associated therewith installed by LICENSEE shall remain property of the LICENSEE. Subject to the terms of this Agreement, the LICENSEE may remove all or part of the Equipment at its sole expense on or before the expiration or earlier termination of this Agreement and shall make any necessary repairs to the Licensed Premises, normal wear and tear excepted.

(g) LICENSOR shall, at all times during the Initial Term or any Renewal Terms (as hereinafter defined), provide LICENSEE with access to electrical service and telephone service within the Licensed Premises. At LICENSEE'S sole cost and expense, and after approval of all plans by the COUNTY, LICENSEE shall obtain direct electric service from the local public utility and shall pay the utility directly for its power consumption. LICENSEE shall obtain telecom service from a telecom utility provider and shall pay the telecom utility directly for its use.

(h) LICENSEE shall provide an as-built engineer's drawing showing the location of its Equipment on the Licensed Premises and Property within ninety (90) days of full execution of this Agreement.

2. TERM:

(a) This License shall be for a term of one (1) year and eleven (11) months ("Term") commencing on October 1, 2020 and expiring on August 31, 2022.

(b) The termination date (“Termination Date”) of the Agreement shall be the last day of the Term, or the earlier date on which this Agreement is terminated in accordance with the provisions hereof.

3. LICENSEE FEE:

(a) For the first year of the Term, the LICENSEE shall pay an annual fee to the LICENSOR in the amount of \$36,000.00 (Thirty-Six Thousand & 00/100) payable in equal monthly installments of \$3,000.00 (Three Thousand & 00/100) as a license fee (the “License Fee”). The License Fee payments shall commence on October 1, 2020. All payments shall be made in advance on the first day of each month and shall be payable to Montgomery County Government Montgomery County Maryland DGS Office of Real Estate P.O. Box 826766, Philadelphia, PA 19182-6766.

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(b) It is agreed between the PARTIES that the annual License Fee shall be payable in monthly installments by LICENSEE to the COUNTY as set forth in the following schedule:

LICENSE FEE

| | | ANNUAL | MONTHLY |
|------|---------------------|-------------|------------|
| YR 1 | 10/1/2020-9/30/2021 | \$36,000.00 | \$3,000.00 |
| YR 2 | 10/1/2021-8/31/2022 | \$33,660.00 | \$3,060.00 |

(c) If the LICENSEE fails to pay a monthly installment of the License Fee in accordance with this Agreement, and if LICENSEE’S failure continues for more than ten (10) calendar days after receipt of written notice from the LICENSOR, LICENSEE shall pay to LICENSOR, in addition to and as a part of the past due monthly installment of the License Fee, a late penalty equal to five percent (5%) of the monthly licensee fee. If the LICENSEE’s failure to pay one or more past due monthly installments of the License Fee continues for more than thirty (30) calendar days after a monthly License Fee is due and payable, LICENSOR shall have the right to terminate this Agreement for default, and take possession of and remove the Equipment. In such event, LICENSOR may pursue LICENSEE for all past due monthly installments, late penalties and any other damages, and otherwise pursue all remedies available to LICENSOR under the terms of this Agreement, and at law or in equity.

4. LICENSEE INDEMNIFICATION:

Except to the extent caused by the negligence or intentional misconduct of COUNTY or its employees, LICENSEE hereby agrees, covenants, and warrants to protect, indemnify, and hold COUNTY and its respective officers, members, employees, agents and invitees (the “Indemnified Parties”) harmless from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, liens, encumbrances, suits or actions and reasonable attorneys’ fees, and the cost of the defense of the Indemnified Parties in any suit, including appeals, arising out of (i) construction work and alterations and related activities undertaken by LICENSEE pursuant to this

Agreement, (ii) the negligence or willful misconduct of LICENSEE, or its agents, employees, contractors and invitees on or about the Property, (iii) the use or occupancy of the Property by the LICENSEE or its agents, employees or contractors, (iv) any breach by LICENSEE, or anyone acting through or on behalf of LICENSEE of any of its obligations hereunder, and (v) damages, including consequential damages from an occurrence involving either bodily injury or property damage caused by LICENSEE or its agents, employees or contractors.

5. LICENSEE INSURANCE:

Commencing on the date upon which COUNTY delivers the Licensed Premises to LICENSEE and at all times thereafter, LICENSEE shall cause to be carried and maintained, at no cost to COUNTY, the insurance coverages attached hereto as Exhibit D. COUNTY may change the types of required coverages from time to time as circumstances and changes in use of the Property warrant.

6. COUNTY LIABILITY:

Any obligation or liability of the COUNTY arising in any way from this Agreement is subject to, limited by, and contingent upon the appropriation and availability of funds, as well as the damage caps and notice requirements stated in the Maryland Local Government Tort Claims Act, currently found at Maryland Code Annotated, Courts & Judicial Proceedings Art. §§5-301 et seq. (the "LGTCA") and Md. Code Ann., Cts. & Jud. Proc. § 5-5A-02, (together the "County Indemnification Statutes"), all as amended from time to time. This indemnification is not intended to create any rights or causes of action in any third parties or to increase COUNTY'S liability over and above the caps provided in the County Indemnification Statutes, as applicable. Nothing herein shall be construed to abrogate, impair, or waive any defense to liability, damages limitation, or governmental immunity of the COUNTY, its members, officers, employees, or agents pursuant to Maryland law, or otherwise. Any indemnification given by the COUNTY in this Agreement is not intended to create any rights in any third parties.

7. COUNTY INSURANCE:

The COUNTY shall maintain during the term of this Agreement and until all of the COUNTY'S obligations which survive termination of this Agreement have been completed, a policy of public liability and property damage insurance as per §§ 20-37 of the Montgomery County Code, (2014), as amended, which regulates the Montgomery County Self-Insurance Program. Montgomery County may self-insure. The COUNTY shall, at LICENSEE'S request, evidence limits of insurability for general liability coverage in amounts of \$800,000 aggregate and \$400,000 each occurrence, and \$30,000 per person, \$60,000 per accident for bodily injury and \$15,000 for property damage for automobile liability and State of Maryland statutory limits for workman's compensation. These are the maximum limits of liability for which the Montgomery County Self-Insurance Program is responsible, as determined by the LGTCA, Md. Ann. Code §§ 5-301, et seq.

8. RIGHT OF ENTRY:

Emergency Access: In cases of emergency involving imminent risk of injury or death to persons or damage to property, COUNTY, its agents or employees, without prior notice to LICENSEE, may enter the Licensed Premises, however, COUNTY will attempt, but is not required, to notify LICENSEE of any such entry under this Article as soon as is practicable under the circumstances.

9. SURRENDER OF POSSESSION:

This Agreement shall terminate on the Termination Date without the necessity of notice from either COUNTY or LICENSEE. Upon the Termination Date or earlier termination of this Agreement, LICENSEE shall (i) quit and surrender to COUNTY the Licensed Premises, restoring the Licensed Premises to its original condition, ordinary wear and tear excepted, with utilities capped off; and (ii) and remove LICENSEE'S Equipment and facilities. If LICENSEE'S Equipment and facilities are not removed from the Licensed Premises within 72 hours after the Termination Date, the property remaining will be deemed abandoned and will become the property of COUNTY, and COUNTY may have it removed and disposed of at LICENSEE'S expense, with no liability of County to return such Equipment to Licensee. At the time of termination of this Agreement and at the request of COUNTY or LICENSEE, the Parties must participate in a walk-through to inspect the Licensed Premises.

10. ENTIRE AGREEMENT:

It is agreed and understood that this Agreement contains all agreements, promises, and understandings between COUNTY and LICENSEE, and any addition, variation, or modification to this Agreement shall be void and ineffective unless made in writing and signed by the Parties.

11. COMPLIANCE WITH LAWS:

LICENSEE shall comply with all current, as amended and future enacted statutes, laws, rules, orders, regulations and ordinances (collectively "Laws") affecting the use or operation of the Licensed Premises. In no event shall LICENSEE use the Licensed Premises for purposes which are prohibited by zoning or similar laws or regulations. LICENSEE acknowledges and agrees it is solely responsible for determining if its use of the Licensed Premises complies with the applicable zoning regulations, and that COUNTY makes no representation (explicit or implied) concerning such zoning regulations. LICENSEE shall not use the Licensed Premises in any manner that causes a violation of any environmental laws or regulations or that could create environmental liabilities under Federal, State or local environmental protection laws.

12. CHOICE OF LAW:

This Agreement and the performances thereof shall be governed, interpreted, construed and regulated by the laws of the State of Maryland.

13. CHOICE OF FORUM:

Any action involving a dispute relating in any manner to this Agreement, the use or occupancy of the Licensed Premises, or any claim of injury or damage shall be filed and adjudicated solely in Montgomery County, Maryland. EACH PARTY HEREBY VOLUNTARILY AND KNOWINGLY WAIVES ITS AND THEIR RIGHT TO A TRIAL BY JURY.

14. ASSIGNMENT AND OTHER TRANSFER:

(a) Under Common Control: LICENSEE may assign, without consent, its interest to its parent company, any subsidiary or affiliate of it or its parent company or to any successor-in-interest or entity acquiring fifty-one percent (51%) or more of its stock or assets. Assignee shall assume all of LICENSEE'S obligations herein by a written notice provided to the COUNTY within five (5) business days of any assignment as defined in this Paragraph 14(a).

(b) Assignment Requiring Consent: Licensee shall not assign this Agreement without the prior written consent of the COUNTY to an assignee not meeting the criteria of Article 14(a), which consent shall not be unreasonably conditioned, withheld or delayed. Any assignment consented to by the COUNTY shall not relieve the Licensee from any of its obligations under this Agreement, and such consent by the COUNTY shall not be effective unless and until (i) Licensee gives written notice thereof to the COUNTY, which notice shall state the name and address of the proposed assignee, and identify the nature and character of the proposed use of the Licensed Premises by assignee, (ii) such assignee shall deliver to the COUNTY a written agreement in form and substance satisfactory to the COUNTY pursuant to which such assignee assumes all of the obligations and liabilities of the Licensee hereunder, and (iii) Licensee shall deliver to the COUNTY a copy of the proposed assignment agreement. Licensee shall also provide any additional information the County reasonably requests regarding such proposed assignment. Any assignment without the COUNTY'S written consent may be declared null and void by the COUNTY and, at the COUNTY'S election, constitute an Event of Default hereunder.

(c) Other Transfer: This Agreement may not be encumbered, sold or transferred and the LICENSEE shall not permit any other party to use the Licensed Premises or Property or any of the LICENSEE'S Equipment on the Property.

15. NOTICES.

All notices hereunder must be in writing and shall be deemed validly given if hand delivered to the other party or if sent by certified mail, return receipt requested, addressed as follows (or such other address as the party to be notified has designated to the sender by like notice):

LICENSEE:

Cellco Partnership
d/b/a Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attention: Network Real Estate

COUNTY:

Montgomery County, Maryland
Office of Real Estate,
Department of General Services,
101 Monroe Street, 9th Floor
Rockville, Maryland 20850
Attention: Director

With a copy that does not constitute Notice to:

Montgomery County, Maryland
Office of the County Attorney
for Montgomery County, Maryland
101 Monroe Street, 3rd Floor
Rockville, Maryland 20850
Attn: County Attorney

16. RELATIONSHIP OF THE PARTIES:

It is expressly understood that the COUNTY shall not be construed or held to be a partner, co-venturer, agent or associate of the LICENSEE; it being expressly understood that the relationship between the Parties hereto is and shall remain at all time that of the LICENSOR and LICENSEE.

17. INTERFERENCE:

The LICENSEE shall operate its Equipment at all times in a manner that will not interfere with radio and/or electrical equipment of the COUNTY, any existing tenant or licensee of the Property. If any such interference occurs, in the reasonable assessment of the COUNTY, based upon verifiable data or testing, and is not corrected by the LICENSEE within forty-eight (48) hours after written notification, the COUNTY shall have the right to require the LICENSEE to shut down and repair the LICENSEE'S Equipment, except for brief tests (not to exceed 5-10 minutes every hour) to eliminate such interference. If the COUNTY believes the LICENSEE'S Equipment is causing interference, LICENSEE at LICENSEE'S sole cost, shall arrange for interference testing to be conducted in coordination with COUNTY staff present during the testing. The COUNTY shall not be held responsible for any interference to the LICENSEE'S Equipment or operations, provided the COUNTY exercises due care and otherwise complies with this Agreement. Similarly, COUNTY agrees that after execution of this Agreement, any tenants or licensees of the Property will be permitted to install such radio equipment that is of the type and frequency that will not cause interference to the LICENSEE. In the event future equipment of any tenants or licensees of the Property causes interference to the LICENSEE and is not corrected by the interfering party within forty-eight (48) hours of notification, the COUNTY shall require the interfering party to immediately shut down the interfering equipment until the interference is corrected, except for intermittent testing.

18. HAZARDOUS MATERIALS:

LICENSEE warrants and represents that it shall not bring any hazardous substances on the Property, except for insignificant amounts that are used in accordance with applicable law to install or maintain the Equipment. LICENSEE also acknowledges and agrees that it will be solely liable for the clean-up and removal of hazardous substances as required by law that LICENSEE, its agents, employees, or contractors generate, or cause to be placed on the Property and Licensed Premises. COUNTY represents that to its knowledge, the Property and Licensed Premises are free from any unlawful environmental contamination as of the date of execution of this Agreement.

19. NON DISCRIMINATION:

LICENSEE agrees to comply with the non-discrimination in employment policies in County contracts as required in Section 11B-33 and Chapter 27 of the Montgomery County Code (2014), as amended, as well as all other federal, state and local laws, rules and regulations regarding employment discrimination. By signing this Agreement, LICENSEE assures COUNTY that in accordance with applicable law, it does not, and agrees that it shall not engage in any employment discrimination in violation of the above sections of the Montgomery County Code as well as any other federal, state or local laws, rules and regulations.

20. ETHICS REQUIREMENT:

LICENSEE understands and agrees that unless authorized pursuant to Section 11-B 52 and Chapter 19A of the Montgomery County Code (2014), as amended, that it is unlawful for any person or entity transacting business with the County to employ a public employee contemporaneous with his or her public employment.

21. CONTRACT SOLICITATION:

LICENSEE represents that it has not retained anyone to solicit or secure this Agreement from the COUNTY upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for bona fide employees of bona fide established, licensed, commercial selling or leasing agencies (the "Broker") maintained by the LICENSEE for the purpose of securing business or an attorney rendering professional legal services consistent with the canons of ethics of the profession. LICENSEE is responsible for paying any Broker's fees or commissions for any Broker with whom LICENSEE has any contract or agreement and for paying all of LICENSEE's attorneys' fees in connection with the negotiation of this Agreement.

22. RESIDENT AGENT:

The resident agent for the LICENSEE, a Delaware general partnership, in the State of Delaware is: The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The resident agent for the LICENSEE in the State of Maryland is the State Department of Assessment and Taxation, Room 801, 301 Preston Street, Baltimore, MD 21201. LICENSEE shall notify COUNTY, in writing, within thirty (30) days of any change in

Resident Agent. LICENSEE shall notify COUNTY, in writing, within thirty (30) days of any change in Resident Agent.

23. TERMINATION:

This Agreement and all rights and obligations hereunder may be terminated by the COUNTY, for any reason, at any time and at no cost to the COUNTY, whenever the Chief Administrative Officer (“CAO”) or the CAO’s designee shall determine that termination of this Agreement is in the best interest of the COUNTY. Such termination shall be effective to LICENSEE on the later to occur of (i) thirty (30) days after delivery to LICENSEE of written notice, or (ii) the date specified in a written notice as the termination date.

24. E-SIGNATURE:

This Agreement may be executed by facsimile signature or any other form of electronic transmission of signature using generally recognized e-signature technology (e.g., Adobe Sign), and a facsimile or any other form of electronically transferred signature shall constitute an original for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement on the dates set forth below. The Effective Date of this Agreement is the date on which it is executed by the COUNTY.

WITNESS:

LICENSEE:

Cellco Partnership d/b/a Verizon Wireless

By: Joseph Goyer

By: Stephanie M Lewis

Date: Sep 16, 2020

WITNESS:

COUNTY:

Montgomery County

By: Julie White

By: A. James Fletcher

Assistant Chief Administrative Officer

Date: 9/8/2020

Approved for legal form and legality:
Office of the County Attorney

Recommended by:

By: Neal Anker

By: Cynthia Brenneeman
, Director
Office of Real Estate

Date: 9/4/2020

Date: 09/03/2020

EXHIBIT A

COMMUNICATIONS EQUIPMENT DESCRIPTION

1) FREQUENCIES OF OPERATION:

The frequencies listed below are for informational purposes only and are not to be deemed as a limitation on rights to use other frequencies.

| TRANSMIT | RECEIVE |
|--------------------------|---------------------------------|
| 880-890, 846.5 - 849MHz | 835-845, 880-890, 891.5-894 MHz |
| 1975 - 1990 | 1895 - 1910, |
| 746 - 757 | 776 - 787 |
| 2120 - 2130, 2170-2180 | 1720 - 1730 |
| 31000-31075, 29100-29250 | 31225-31300, 31075-31225 |

2) TRANSMITTER(S):

Make: Nokia
Model: AHBCC AirScale Dual RRH 4T4R B5/B13
Power Output: 80 Watts
ERP: -48VDC
Number: (3) Three total; (1) per sector

Make: Nokia
Model: AHFIC AirScale Dual RRH 4T4R B2/B66a
Power Output: 80 Watts
ERP: -48VDC
Number: (3) Three total; (1) per sector

3) ANTENNA(S):

Make: JMA
Model: MX06FRO660-02
Dimensions: 71.3' x 15.4"
Number: (6) Six total; (1) per sector

Make: JMA/ CSS Antenna
Model: X7C-665-0
Dimensions: 72" x 12.5"
Number: (3) Three; (1) per sector

4) Ground Equipment (located inside Licensee's 11'7" x 30' Shelter)

Also, miscellaneous accessories and hardware necessary for installation of equipment.

EXHIBIT B

PROPERTY

Owner Name: Montgomery County, Maryland

Tax Account Number: 12-00936721

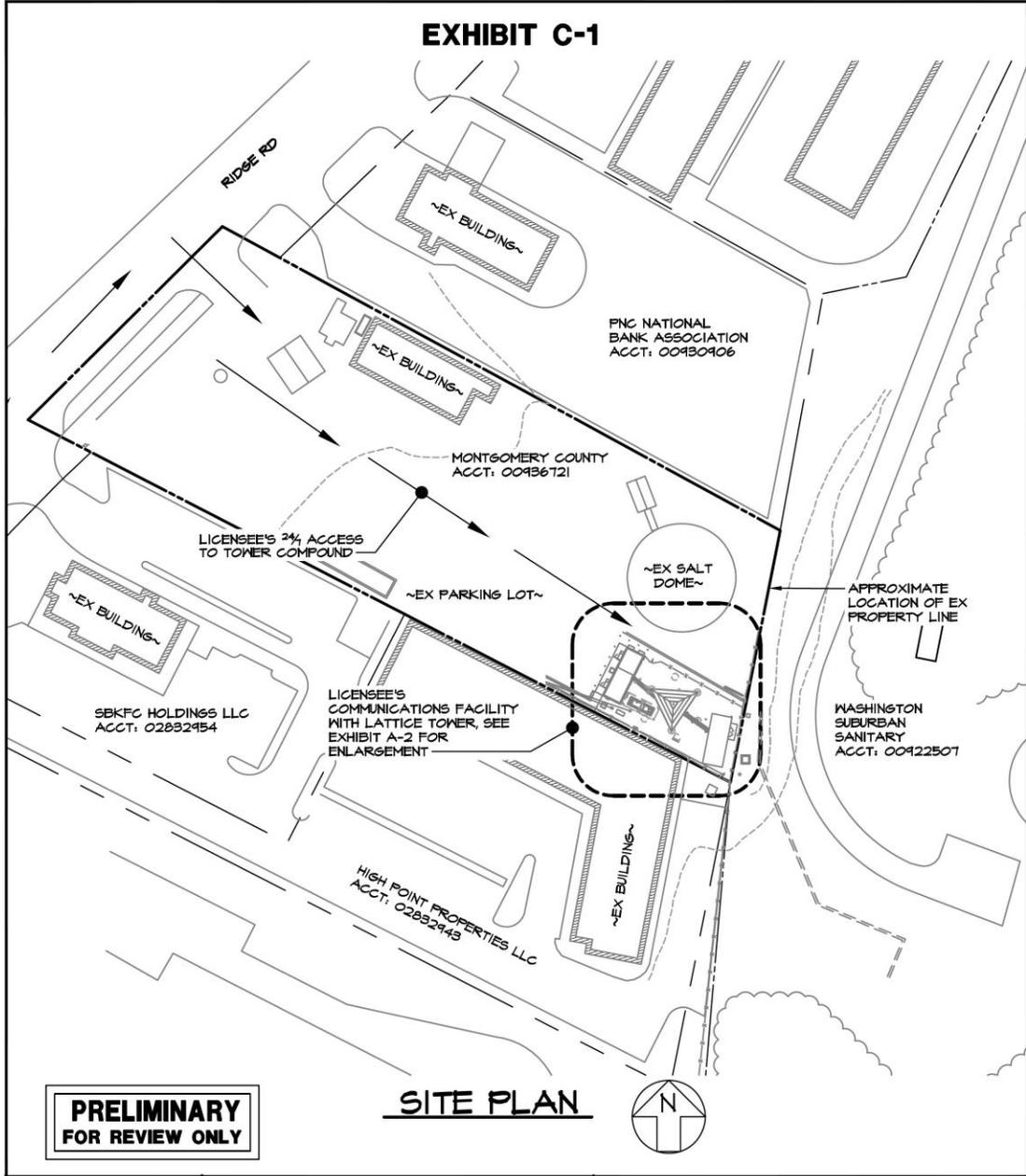
Premises Address: 26149 Ridge Road, Damascus, Maryland 20872

Legal Description: Tax Map FX43 Parcel P818.

EXHIBIT C

LICENSED PREMISES

(see attached plans pages 1-3)



| | | | | | | |
|---|--|----------------|---|----------------|----------------|---------------------|
|  | MORRIS & RITCHIE ASSOCIATES, INC. ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS 1220-C East Joppa Road, Suite 505 Towson, Maryland 21286 (410) 821-1690 Fax (410) 821-1748 | | DAMASCUS RELOCATION 26149 RIDGE ROAD DAMASCUS, MARYLAND 20872 MONTGOMERY COUNTY | | | |
| | SCALE: AS NOTED | DATE: 07/29/20 | DRAWN BY: CMS | DESIGN BY: RJD | REVIEW BY: RJD | JOB NO.: 10427.3077 |

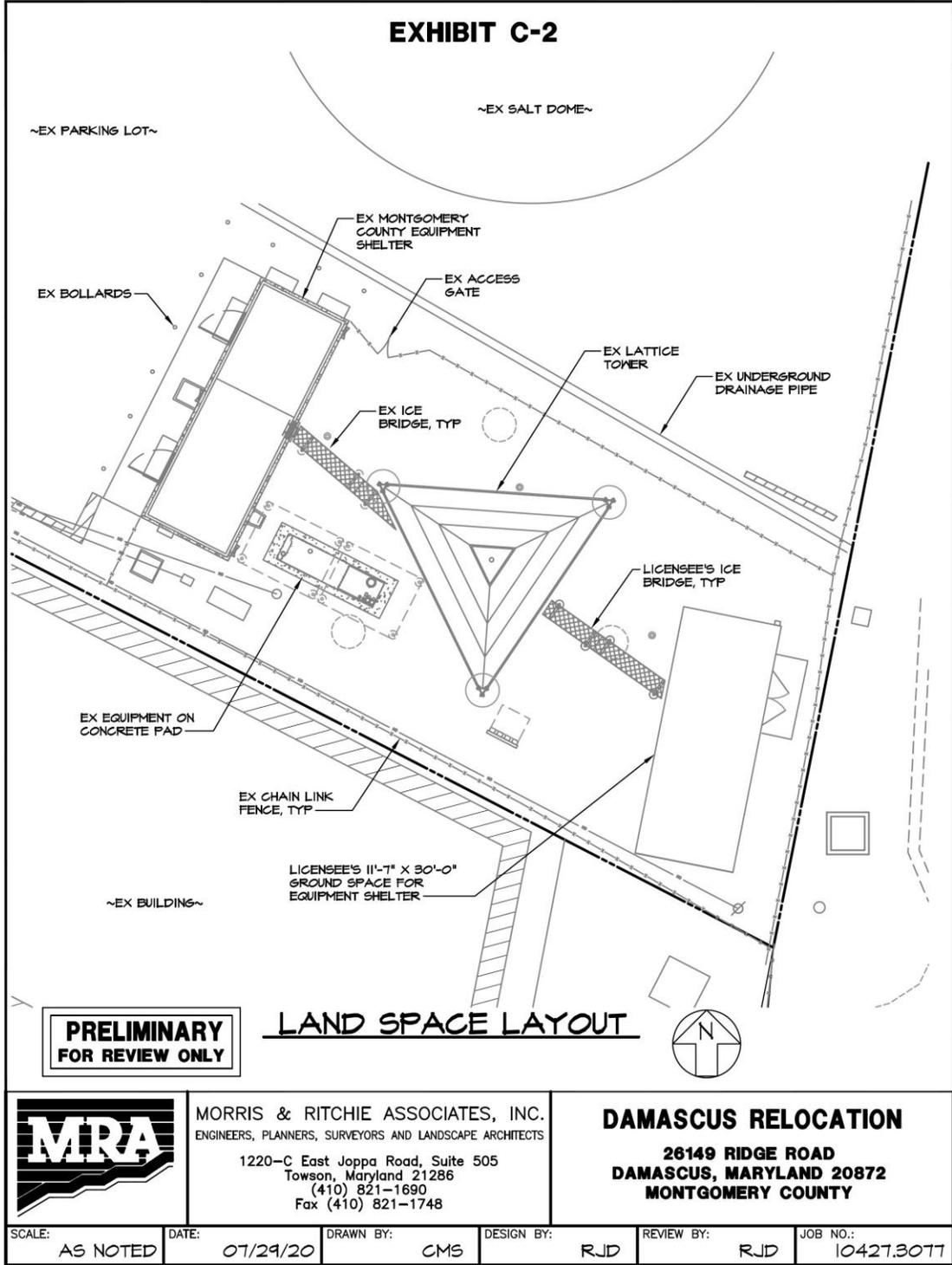
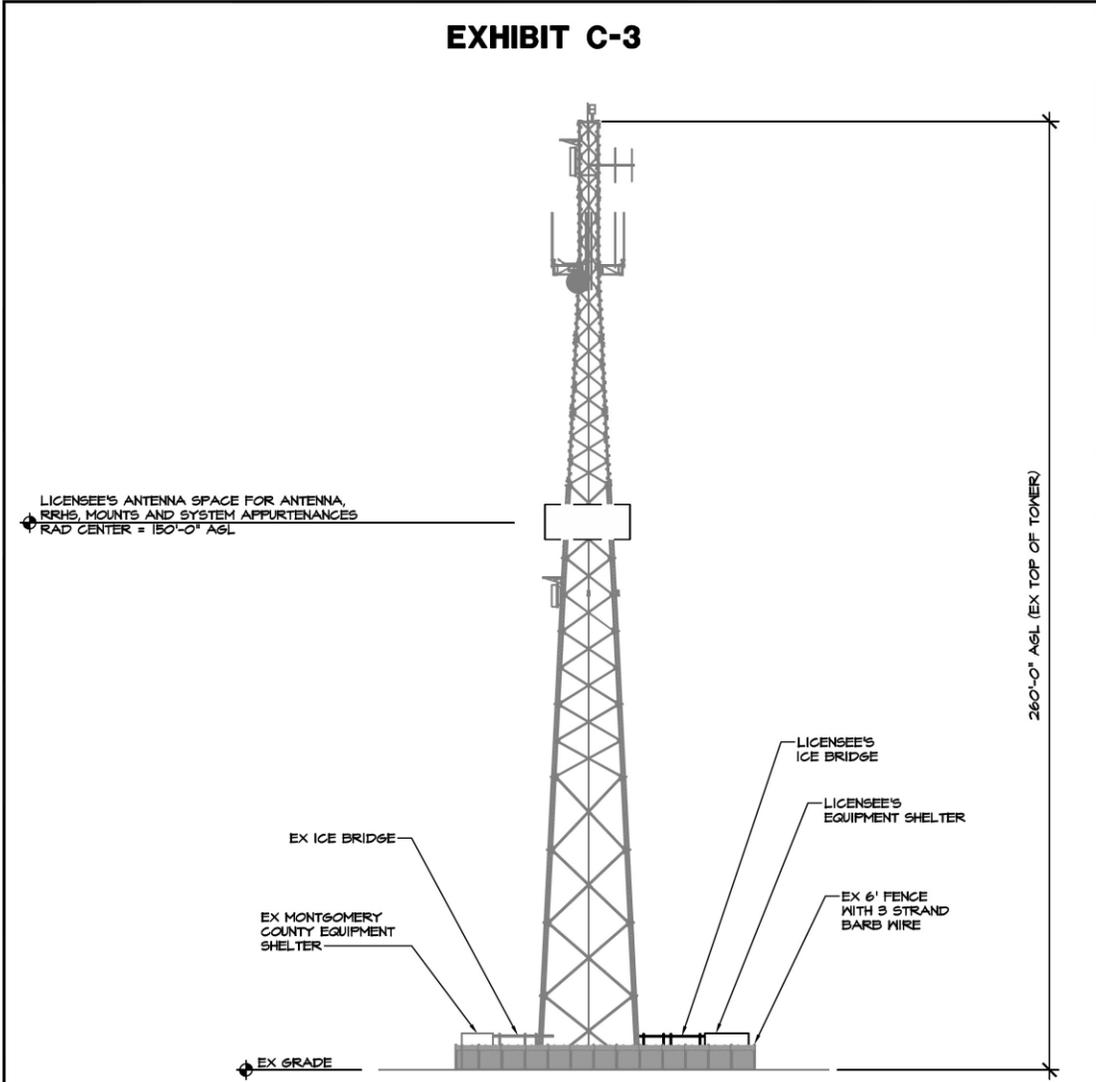


EXHIBIT C-3



TOWER ELEVATION

**PRELIMINARY
FOR REVIEW ONLY**

| | | |
|---|---|---|
|  | MORRIS & RITCHIE ASSOCIATES, INC. ENGINEERS, PLANNERS, SURVEYORS AND LANDSCAPE ARCHITECTS | DAMASCUS RELOCATION |
| | 1220-C East Joppa Road, Suite 505 Towson, Maryland 21286 (410) 821-1690 Fax (410) 821-1748 | 26149 RIDGE ROAD DAMASCUS, MARYLAND 20872 MONTGOMERY COUNTY |
| SCALE: AS NOTED | DATE: 07/29/20 | DRAWN BY: CMS |
| | | DESIGN BY: RJD |
| | | REVIEW BY: RJD |
| | | JOB NO.: 10427.3077 |

EXHIBIT D

LICENSEE INSURANCE REQUIREMENTS

License Agreement for Cellco Partnership d/b/a Verizon Wireless to install and maintain communications equipment on the tower located at 26149 Ridge Road, Damascus, Montgomery County, Maryland.

LICENSEE must obtain and maintain, during the entire time that this License remains effective,

1) a policy of public liability insurance with one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) aggregate for bodily injury and property damage including fire legal liability, premises and operations, independent contractors, personal injury and broad form property damage.

2) a policy providing workers compensation liability meeting all statutory requirements of the State of Maryland, and the following minimum Employers' Liability limits: Bodily Injury by Accident - \$100,000; Bodily Injury by Disease - \$500,000; Bodily Injury by Disease - \$100,000 each employee

3) an automobile liability policy with a minimum limit of liability of one million dollars (\$1,000,000), combined single limit, for bodily injury and property damage coverage per occurrence including the following: owned automobiles, hired automobiles, non-owned automobiles

LICENSEE must deliver to the COUNTY a certificate(s) of insurance issued by insurance companies licensed in the State of Maryland, evidencing the coverage herein above described within ten (10) days from the execution of this Agreement. The certification (certificate holder) must be issued to Montgomery County, Maryland, Department of General Services, Office of Real Estate, 101 Monroe Street, 10th Floor, Rockville, Maryland 20850. The liability policies must name Montgomery County, Maryland as an additional insured. All policies must provide the County with a minimum of forty-five days notice of material amendment or cancellation. The County may from time to time reasonably modify the limits and coverages required under this License after a ninety (90) days notice of change in its insurance requirements.